

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WICHITA FALLS,
TEXAS, AND DORTHAY MARIE BALTHROP,
CITY CLERK**

THIS AGREEMENT for Professional Services and Employment is made and entered into effective the 1st day of October 2025, by and between the City Council, acting on behalf of the City of Wichita Falls, Texas, herein referred to as "City" and Dorthay Marie Balthrop, herein referred to as "Employee," to establish and set forth terms and conditions of employment as City Clerk.

W I T N E S S E T H:

WHEREAS, the City is a governmental agency organized and formed pursuant to the City Charter and the laws of the State of Texas; and

WHEREAS, the City desires to secure and retain the professional services of the Employee and to recognize and compensate Employee for her service as City Clerk, under the terms of this agreement; and

WHEREAS, the City represents that it is executing this Agreement by and through its City Council and that the Mayor has the authority of the City Council and the City to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and Employee agree as follows:

I. Term

The term of this Agreement shall be indefinite, and this Agreement shall be and remain in full force and effect until terminated by the Employee or the City as herein provided. The Employee shall serve at the pleasure of the City, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City or the Employee to terminate the services of the Employee at any time, subject only to applicable provisions set forth hereinafter in the section titled "Termination and Severance Pay."

II. Salary

The City agrees to pay the City Clerk an annual base salary of \$121,900, payable in installments at the same time as other employees of the City are paid. At any time during the term of this Agreement, the City may, at its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the base salary set forth in this paragraph, except by mutual agreement of the two parties. If the City includes funds in the annual operating budget for an across-the-board pay plan or "cost of living" increase, then the Employee shall also be entitled to receive such increase.

III. Performance Evaluation

City and Employee will develop priorities and goals, both short—and long-term. City and Employee shall review and evaluate the employee's performance with respect to said goals annually. City will utilize said evaluation periodically for salary adjustment of Employee.

IV. Retirement Benefits

The City agrees to enroll the Employee in the Texas Municipal Retirement System (TMRS) and make all of the appropriate City contributions on behalf of the Employee in equal proportionate amounts each pay period.

V. Disability, Health, Dental, Vision, and Life Insurance

Employee shall receive all disability, health, dental, vision, and life insurance benefits available to all City of Wichita Falls employees.

VI. Automobile

The Employee's duties require exclusive and unrestricted use of a vehicle within and outside the Wichita Falls City limits. For travel within the City limits, the City agrees to pay the Employee, during the term of this Agreement, and in addition to other salary and benefits herein provided, the sum of \$500 per month as a vehicle allowance. The Employee shall be responsible for purchasing or leasing a vehicle and paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. All travel outside the City limits using the Employee's personal vehicle for official City business will be reimbursed at the current City rate per mile.

VII. Vacation, Sick, and Holiday Leave

Employee shall earn 25 days of vacation every fiscal year. On October 1 of each year, Employee shall receive a lump sum cash payment for all unused vacation that has not been taken as of September 30 and is in excess of ten (10) days or eighty (80) accrued hours. The amount payable shall be based on the Employee's then-current wage rate as of October 1 of the then-current year. Employee shall be permitted to accrue vacation leave with no cap or limit.

In the event the Employee terminates service, either voluntarily or involuntarily, the Employee shall be compensated for all such accrued vacation time at the Employee's then-current wage rate. Employee shall be able to accrue sick leave at the annual rate prescribed in the City's Administrative Policies up to a maximum of 90 days. In the event the Employee terminates service, either voluntarily or involuntarily, Employee shall be compensated for all such accrued sick leave time at the Employee's then-current wage rate. Employee shall earn holiday leave on an annual basis per the City's Administrative Policies

VIII. Other Benefits

Unless otherwise provided in this Agreement, all provisions of the City Charter, rules and regulations of the City relating to fringe benefits and working conditions shall apply to the Employee.

IX. Professional Development

The City agrees to budget and pay for the professional membership dues and subscriptions of Employee as necessary for the Employee's continuation and participation in national, regional, state, and local associations as necessary and desirable for the Employee's continued

professional participation, growth, and advancement and for the good of the City. Developing and maintaining professional association contacts and standing provide the City access to valuable resources and the reasonable participation and related travel by Employee as provided for in the annual budget will be a part of the Employee's duties.

The City agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions of the City, including, but not limited to the IIMC Annual Conference, as approved by the City Council for travel outside the continental United States, TML Annual Conference, TMCCP Seminars and other educational opportunities required to continue certification, and such other national, regional, state, and local governmental groups and committees which the Employee serves as a member.

X. Indemnification and Bonding

To the fullest extent permitted by law, City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, demand, action, judgment, expenses and attorneys' fees or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. City shall not, however, indemnify and hold harmless the Employee from and with respect to any claim or liability for which the conduct of the Employee is found by the courts to have been grossly negligent or intentional wrongful conduct. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

XI. Termination and Severance Pay

- A. **Termination.** In the event the City wishes to terminate the services of the Employee the City shall pay to the Employee a lump sum cash payment equal to twenty (20) weeks full salary and all benefits, plus the value of all accrued vacation and sick leave plus an additional 240 hours of accrued vacation within 30 days. Other benefits to be included with the above-described severance payment shall include the auto allowance, TMRS deferred compensation, and group health and dental coverage at the normal employee premium rates.

However, if the Employee is terminated because of a conviction for a misdemeanor involving moral turpitude or personal gain, any felony, or gross negligence, then, in that event, the City shall have no obligation to pay the severance payments designated in this Section. "Gross Negligence" means an act or omission: (A) which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and (B) of which the actor has actual subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.

- B. **Reductions.** In the event the City, during the term of this agreement, reduces the authority of the employee, or reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Employee herein, or if the Employee resigns following the suggestion, whether

formal or informal, by the City Council that the Employee resign, then in that event, the Employee may, at the Employee's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Employee resigns at the City Council's suggestion; provided that, notice having first been given, the suspension of the Employee with pay pending the resolution of any criminal charge filed against the Employee shall not constitute a termination or a reduction under this Section. The City Council shall be deemed to have suggested the resignation of the Employee at any time when a majority of the members of the City Council shall at a City Council meeting, or in writing, suggest that the Employee resign.

C. Change in Form of Government, Official Duties, or Reassignment. If the City, its citizens through a referendum, or the Texas Legislature act to amend any provision of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination, and severance pay shall be paid. The Employee cannot be reassigned from the position of City Clerk to another position without the Employee's prior express written consent.

D. Resignation. If the Employee terminates this Agreement by voluntary resignation of the position of City Clerk, the Employee shall give at least sixty (60) days written notice in advance unless the City Council agrees otherwise.

XII. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) City: City Manager, P.O. Box 1431, Wichita Falls, TX 76307
(2) Employee: Marie Balthrop, [REDACTED]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice.

XIII. Amendments

This Agreement may be amended at any time only by the written agreement of the City and Employee.

XIV. Savings Clause

If any term of provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable, or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court of arbitrator making such determination shall have the power to reduce the scope, duration, area, or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

XV. Appropriations

The City has appropriated, set aside and encumbered, and does hereby appropriate, set aside and encumber, available an otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City to Employee pursuant to this Agreement, and in such a manner as to not violate the unfunded debt limits as specified in the Texas Constitution. This encumbrance is budgeted from general fund reserves. The City has appropriated and will continue to appropriate sufficient funds for the payment of the City's obligations pursuant to this agreement and the severance provisions herein. If the City fails to appropriate such funds, then the City will not appropriate funds for an employee who performs functions similar to those performed by Employee for a period of at least one year following termination. An appropriation for an employee who performs such similar functions within said one-year period following termination shall be considered an appropriation of funds for the severance provisions of this agreement.

XVI. Binding Effect

This Agreement shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

XVII. Waiver of Sovereign Immunity

The City hereby waives its sovereign immunity with respect to the validity and enforceability of the financial obligations and liabilities of the agreement approved pursuant to this action.

AGREED AND ACCEPTED this the 2nd day of September 2025.

By:

Marie Balthrop

Marie Balthrop
City Clerk

By:

Tim Short

Tim Short
Mayor

APPROVED AS TO FORM:

By:

R. Kinley Heggland, Jr.

R. Kinley Heggland Jr.
City Attorney

ATTEST:

By:

Erin Ham

Erin Ham
Deputy City Clerk